

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Darryl L. Graham

Write the full name of each plaintiff.

CV

(Include case number if one has been assigned)

-against-

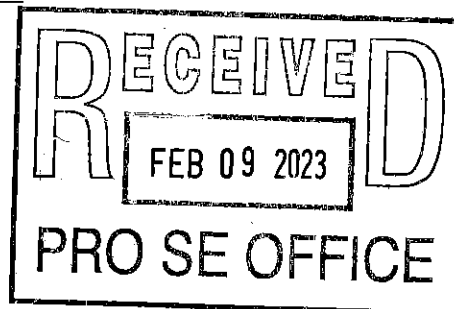
Robyn S. Bright

COMPLAINT

Do you want a jury trial?

☒ Yes ☐ No

Write the full name of each defendant. If you need more space, please write "see attached" in the space above and attach an additional sheet of paper with the full list of names. The names listed above must be identical to those contained in Section II.



NOTICE

The public can access electronic court files. For privacy and security reasons, papers filed with the court should therefore *not* contain: an individual's full social security number or full birth date; the full name of a person known to be a minor; or a complete financial account number. A filing may include *only*: the last four digits of a social security number; the year of an individual's birth; a minor's initials; and the last four digits of a financial account number. See Federal Rule of Civil Procedure 5.2.

I. BASIS FOR JURISDICTION

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation, and the amount in controversy is more than \$75,000, is a diversity case. In a diversity case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal-court jurisdiction in your case?

☐ Federal Question

☒ Diversity of Citizenship

A. If you checked Federal Question

Which of your federal constitutional or federal statutory rights have been violated?

B. If you checked Diversity of Citizenship

1. Citizenship of the parties

Of what State is each party a citizen?

The plaintiff, Darryl L Graham, is a citizen of the State of
(Plaintiff's name)

New York
(State in which the person resides and intends to remain.)

or, if not lawfully admitted for permanent residence in the United States, a citizen or subject of the foreign state of

If more than one plaintiff is named in the complaint, attach additional pages providing information for each additional plaintiff.

If the defendant is an individual:

The defendant, Robin S Bright, is a citizen of the State of
(Defendant's name)

Georgia

or, if not lawfully admitted for permanent residence in the United States, a citizen or subject of the foreign state of

If the defendant is a corporation:

The defendant, N/A, is incorporated under the laws of
the State of _____

and has its principal place of business in the State of _____

or is incorporated under the laws of (foreign state) _____

and has its principal place of business in _____

If more than one defendant is named in the complaint, attach additional pages providing information for each additional defendant.

II. PARTIES

A. Plaintiff Information

Provide the following information for each plaintiff named in the complaint. Attach additional pages if needed.

<u>Darryl</u>	<u>L</u>	<u>Graham</u>
First Name	Middle Initial	Last Name
<u>34 Prospect Street Apt B-614</u>		
Street Address		
<u>Westchester, Yonkers, N.Y. 10701</u>		
County, City	State	Zip Code
<u>914-426-4212</u>	<u>darrylg1000@gmail</u>	
Telephone Number	Email Address (if available)	<u>.com</u>

B. Defendant Information

To the best of your ability, provide addresses where each defendant may be served. If the correct information is not provided, it could delay or prevent service of the complaint on the defendant. Make sure that the defendant s listed below are the same as those listed in the caption. Attach additional pages if needed.

Defendant 1:

Valley Distribution
 560 Horizon
 Dr. Suite 200
 Suwanee GA
 30024 (work)

Robin S Bright
 First Name Last Name
 Collection Representative
 Current Job Title (or other identifying information)
 200 Oak Green Drive
 Current Work Address (or other address where defendant may be served)
 Lawrenceville GA 30044 (Home)
 County, City State Zip Code

Defendant 2:

First Name Last Name
 Current Job Title (or other identifying information)
 Current Work Address (or other address where defendant may be served)
 County, City State Zip Code

Defendant 3:

First Name Last Name
 Current Job Title (or other identifying information)
 Current Work Address (or other address where defendant may be served)
 County, City State Zip Code

Defendant 4:

First Name

Last Name

Current Job Title (or other identifying information)

Current Work Address (or other address where defendant may be served)

County, City

State

Zip Code

III. STATEMENT OF CLAIM

Place(s) of occurrence:

State of New York

Date(s) of occurrence:

9/26/2022

FACTS:

State here briefly the FACTS that support your case. Describe what happened, how you were harmed, and what each defendant personally did or failed to do that harmed you. Attach additional pages if needed.

My Step Sister and I entered into a Bi-lateral Contract-verbal agreement that we would work together to sell our Mother & her Father's ^{step} home. When he passed away in January of 2022. My Stepsister informed me that I would get 25% of the proceeds from the sale of the house. We agreed. She & I worked together in harmony to sell the house with a clear understanding that once the house was sold, I would receive my percentage and she would receive hers. I spent time, money & effort working to

accomplish our goal of Selling the Property. The House was sold on September 20, 2022. My Step Sister has now reneged on our agreement. My Step sister is now taking the position that all Proceeds from the sale of the house are her inheritance which she is not obligated to share with anyone. And that I am no longer entitled to it. nor will she be giving me what we agreed to.

INJURIES:

If you were injured as a result of these actions, describe your injuries and what medical treatment, if any, you required and received.

I am emotionally devastated & depressed, and very hurt by her behavior & Decision. I have been deceived and betrayed by my own Younger Sister.

IV. RELIEF

State briefly what money damages or other relief you want the court to order.

I am seeking my 25% of the Proceeds that I was promised based on the work-time & effort I put out. And \$50,000 as a result of the Emotional & psychological distress I am experiencing to this day as a result of her betrayal.

V. PLAINTIFF'S CERTIFICATION AND WARNINGS

By signing below, I certify to the best of my knowledge, information, and belief that: (1) the complaint is not being presented for an improper purpose (such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation); (2) the claims are supported by existing law or by a nonfrivolous argument to change existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Federal Rule of Civil Procedure 11.

I agree to notify the Clerk's Office in writing of any changes to my mailing address. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Each Plaintiff must sign and date the complaint. Attach additional pages if necessary. If seeking to proceed without prepayment of fees, each plaintiff must also submit an IFP application.

February 9th 2023
Dated
Darryl L Graham
First Name Middle Initial Last Name
34 Prospect St Apt B-614
Street Address
Westchester, Yonkers, N.Y. 10701
County, City State Zip Code
914.126.4812
Telephone Number
darryl.gioro@gmail.com
Email Address (if available)

I have read the Pro Se (Nonprisoner) Consent to Receive Documents Electronically:

☒ Yes ☐ No

If you do consent to receive documents electronically, submit the completed form with your complaint. If you do not consent, please do not attach the form.

To whom it may concern.

Back in January of 2022 my step sister called to inform me that her Father, my step father had passed away. She gave me the funeral details but she also said "we need to sell the house", which her father and our mother owned via the deed.

My step sister explained to me that I was entitled to 25% of the proceeds because her father owned half and our mother owned half and I was entitled to 25% of the proceeds once the house was sold. I said okay, so the agreement was that once the house was sold she would get 75% and I would get 25%. On that basis we would work together on getting the house sold particularly since she lives in Georgia and I reside here in NY where the house is located.

Prior to her father dying, Robin my step sister and her father established a trust so that when the time came there would not be any problems regarding the estate. From January through September of 2022 we worked together to figure out what would be the best way to market and sell the house.

We first discussed renting vs selling. However, I spoke to several friends of mine who own homes and currently are renting and each strongly suggested selling as opposed to

renting. I discussed those opinions with my sister and we decided to sell.

We then had to determine how best to go about selling the house. I contacted another friend of mine who has been in Real Estate for over 40 years.

He suggested selling and offered to have a Real Estate Broker whom he knows and does business with, in the same area of the Bronx where the house is located, contact me so we could talk and meet.

Mr. Ford had Mr. Khan, the realtor, call me and introduced himself. We agreed to meet on Saturday so he could look at and evaluate the house. I informed my sister of the meeting. She said that this was good timing because she wanted to have a contractor who we know, from a family friend, meet me at the house so he could determine what condition the house was in and if any repairs were needed. Charles the contractor, Mr Khan the realtor and Claude another fella my sister asked me to meet with, who would be willing to clean up and haul away whatever was required. I coordinated the meeting, time and place with all 3 gentlemen.

I informed my sister that we were going to meet on Saturday of that week and I would let her know what the outcome was. She was in agreement.

My stepfather had a caretaker who resided with him for several years before he passed. The caretaker and her husband were still living in the house after his passing. So my sister made arrangements for the caretakers to be

home so we could all gain entrance to the house and for me to receive a key to the house for future access. This way I was not dependent on the caretakers to be home when I needed to show the house. Beside that they, travel a lot and would be out of town for weeks at a time.

The caretaker and her husband were the first to attempt to make an offer to buy the house but they did not qualify. I had suggested to my sister to let them stay in the house until it was sold, this way they could look after the property while they were there as opposed to the house being empty. She agreed,

Saturday came and I met with Charles the contractor, his helper, Claude the clean up guy and Mr.Khan the Realtor. We did the initial walk through, and I showed them each aspect of the house from top to bottom, outside as well. Then we had a discussion of what could be done. Mr.Kahn the realtor and Charles the contractor discussed what repairs would be necessary to sell the house at a comparable market price. Claude the cleanup guy explained that based on the work the contractor proposed, he would give his estimate on what was necessary to clean up and haul once the contractor came back with his proposal.

Charles the contractor needed to come back and do a more thorough estimate so he could give us a proposal. We all agreed to meet again at the house so Charles could take measurements, decide on

materials, manpower, man hours etc and then, write up a proposal and see if we could come to an agreement.

We met for a third time, Charles, his partner and I, all rode over together from Yonkers to the Bronx the following Saturday. Mr. Kahn met us there. We did another walk through, Charles took measurements. Charles, his partner the realtor and I discussed what would be needed to sell the house at market value based on the repairs that were recommended. I called my sister while at the house so she would be included in that conversation.

Charles got back to my sister with his estimate, which was very high. That was a no go. After that options was off the table I met with Mr. Kahn on several other occasions at the house to discuss options. Mr. Kahn said to me that if we were not going to make the repairs that Charles suggested we could just paint, patch and spackle and sell the house as is. I asked him how much do you think we could get for the property? He suggested about \$100,000 less than we wanted to sell at market value. I discussed this with my sister, and she agreed that was possibly the way to go. We started exploring options. I got back to Mr. Khan and said we want to sell asap and that we would be willing to go with the bare minimum repairs and I asked if he could start contacting Investors to look at the home. Which he did.

My sister also asked to meet with another realtor who she was referred to here in NY, Eunice.

I met with Eunice twice on separate occasions over a 3 month time period and showed her the house twice. The initial walk through and another time she wanted to come back and take pictures to show her buyers and investors.

In the meantime Mr. Khan began to introduce several of his investors who were willing to pay cash and close asap after a title search came back clean.

I actually gave Mr. Kahn a key so I would not have to keep running back and forth from Yonkers to the Bronx whenever he needed to show the house to potential buyers or investors.

I informed my sister of all this. She was in agreement with all that I was doing to help get the house sold. I met with 2 other contractors at the house, one of which she, asked me to meet with, someone she found. I met with and showed the house to two other investors whom I had found. I showed each the house on separate occasions to see if they had an interest in the property.

All investors made an offer, but none were satisfactory to what we believed was reasonable at the time. In the interim my sister found someone to come in and clean out the basement which was a mess due to water damage a year or so prior, from a busted pipe. The repairs were made but a mess was left as a result along with years of accumulated junk and debris.

I had another realtor look at the house to see if she could get us what we were looking to get, \$525,000. Eventually

it became apparent that it would be best to sell the house as is, if possible.

The first investor I found called me about 2 months after our first meeting and said he wanted to take another look at the house. I met him again at the house and did another walk through. I informed my sister. He came back with an offer that we were willing to consider. I introduced him to my sister via a conference call and they actually went into contract. Mr. Kahn at the same time contacted me and said he had an investor who was willing to offer more money and pay Mr. Kahn his realtor fee. I then introduced Mr. Kahn to my sister so they could make the necessary arrangements of going into contract. I explained to my sister that the best strategy was to work with both parties and whomever gets to the closing table first is who we should go with. She agreed but did not follow that advice. She went into a contract with my guy without getting any earnest money and the deal fell apart at the last moment because that investor tried to have her accept less than was agreed upon and offered in the contract.

By that time the 2nd investor had moved on to other properties, so we got nothing. This was around late July early August of 2022.

In earlier September my sister went into contractor with an investor for less money. She sent me paperwork from her attorney that I needed to sign off on for the closing. She also asked to sign another document which I had to have notarized and sent back for the closing to take place. I did all she asked and the house closed on 9/20/22. In

preparation for the closing date the Caretakers were informed they had to be out of the house so the investors could do their last walk through the morning of the closing.

However there was still a bunch of junk that was left behind that needed to be removed in order to close on the house.

My sister tried to get my oldest son to help remove the stuff she wanted from her father so when the investor came to do the final walk through the day of the closing, the house would be clean and in satisfactory condition, but he was not able to do it this time.

He had helped her about a month before, removing stuff and taking it to the salvation army.

My car was in the shop, which is why she called my son. She then called me to insist that I needed to do this for the sake of closing on the house. She implied that it was my responsibility, but it was junk she wanted and needed removed.

She also needed me to store this junk in my storage unit until she could afford to have it shipped to Georgia where she lives.

My sister and I had come so far and I wanted to close on the house so we could get paid. I asked my son to give me a hand, I needed his help because he has a van, which would make things a lot easier. Of course he did it for me. My son and I went over to the house that Sunday before closing on Tuesday and loaded the majority of her

stuff into his van. But there was not enough room for two very large boxes of old VCR tapes, her father collected and so we left it behind to be thrown out with the garbage. It would have been asking too much of us to come back from Yonkers to the Bronx and back to Yonkers just for those items.

Sometime after the closing my sister asked me to store the same two boxes of junk we left behind. I agreed because she explained that she made arrangements to have a moving company collect her items from my home and my storage unit.

The storage was supposed to be for both of us because after our mother died back in March of 2020 there were 45 years of family items we both had to divide up and keep. However she never honored her agreement in respect to paying half of the storage fee.

I already had a storage unit here in NY but once our mother died there was so much to be stored. I explained to her that I have a unit and I can get a bigger unit and we can split the monthly fee. She agreed to that but after making about 6 payments of \$44 dollars in two years she claimed she could no longer afford to pay her half. The storage unit doubled in price. It went up incrementally from \$88.00 dollars of which she was to pay half, to \$200.00 of which she paid none. So for over a year I had put up \$100.00 a month on her behalf of which she never offered a dime.

I am going into some detail here to explain that we had an agreements on the process and proceeds from the sale of the house and on the storage unit.

I kept my end of the bargain and she seemed intent on keeping hers until she found out, according to her attorney, that I may not be entitled to what she promised and agreed to.

Once she received the proceeds from the sale of the house, all of a sudden her position changed. She is now taking the position that all the proceeds from the sale of the house are hers and are her inheritance from her father, which she doesn't feel obligated to share with me despite the fact that we agreed and that I worked to get the house sold over 9 months from January to September of 2023.

This is just pure greed. She received \$395,000 minus expenses. So what she has is significant and there is no reason not to give me what we agreed upon.

Once the closing took place on Tuesday September 20, 2022. I was expecting to hear from her on the outcome of the closing. She never called to say the house closed successfully. I waited until Friday to hear from her and eventually I called her and asked did the house close? she said yes. I asked when I can expect my money? She said it now it has to go to the probate attorney and she would get back to me and let me know.

A week went by, and I had not heard anything regarding my money. I asked her to call me at lunchtime and update

me, we always talked at lunch time for updates on the process. However, this time she claimed she was too busy to talk. I asked give me her attorney's phone number so I can call myself and find out when I can expect my money?

She said and I quote, "I'll continue to handle this as I've been doing and let you know." This was pertaining to what the probate attorney was supposed to be doing regarding our mother's side of things.

Prior to the closing we were in contact several times weekly, communicating on what needed to be done and where we were in the process. Which included her sending me documentation to have notarized and signed so that all the I's would be dotted and T's crossed, so there would be no issues at the closing.

Now all of a sudden, she is too busy to talk, and she would get back to me when she gets a chance.

I said to her, "You can continue to handle your affairs all you want. But anything regarding me, I have a right to know in a timely manner! That is by tomorrow. You're people are slow and you are being vague. If you won't share with me information that concerns me and where we are in this process exactly, I will find that to be very strange behavior. I would appreciate a courteous update on all specifics concerning me by tomorrow. If you don't have the information, have your attorney contact you with an update". This was on Thursday September 29th 2022.

She responded one week later via text, that we were to have a phone meeting on October 10th 2022. at 10:am with the attorney. Marianna Schwartzman of the Schwartzman Law Group and on that conference call I would get the specifics regarding my interest in the estate.

I spoke to Ms. Schwartzman at the appointed time. I asked her what was going on and what am I waiting for? The way she explained it to me was that there is no apparent heir to my mother's estate and that the court has to certify that Myself and Robin are heirs apparent and once that was done she would send me a check for 25% minus whatever fees would be deducted. I found this to be odd because the closing documents I signed prior to closing and for the closing clearly outlined our heirship on our mothers side. She also said that my money was in escrow and once the courts did what they needed to do, she would send me a check with interest and a letter explaining what my responsibilities were regarding taxes etc. I asked her how long it would take. She said that she didn't know for sure. I said, in your professional opinion what would you estimate? She said 3 to 4 months. I said okay. My sister strangely enough did not attend that meeting.

I waited patiently for the courts to complete what Ms. Shwartzman explained.

On Jan 16 I had another phone appointment with Robin's attorney, Ms. Schwartzman. At this time she explained to me that she could no longer discuss anything with me regarding this matter and that she had sent me a letter explaining everything. I never received any letter in the

mail. I asked her what the letter said. Again she said, she could not discuss the matter because she does not represent me. I said, well that doesn't sound very good for me. She said no it isn't and if I don't understand the letter or disagree with the letter to get an attorney to discuss or dispute the findings.

This was all shocking, particularly since the last thing she said to me 3 months prior was that she would be sending me a check with interest on the money and details of my responsibilities. I asked her to email me the letter and she took my email address and said she would send it to me. I called my sister and asked her what was going on? . She said that her attorney found out that as of 2019 there was some kind of a new law that stated based on the way the deed was written that our mother's estate was all transferred to her father and that I was no longer entitled to anything. I said you mean to tell me after all this time, work, expense and effort I put in, I was not entitled to anything ? She said no. I was in total disbelief and shock. I ended the phone call there. That was on Monday January 16 2023 almost a year later to the date.

I called her on Thursday evening and had a conversation with her. I asked her if she was going to give me the 25% we agreed to? She is now claiming it is all her inheritance from her father and she doesn't have to share her inheritance with anyone. I reminded her that this is not what we agreed upon and she was the one who came to me and told me I was entitled to 25% and then enlisted my help to sell the house based on that agreement. Especially since you live in Georgia and I am here in NY and I could handle things on this end.

That is what we agreed upon and what I am expecting and have been expecting for the last year. She now claims it is all hers. After more discussion she asked me what I think is fair. I said what is fair is the 25% I am supposed to get based on what we agreed upon. She said I can't give you 25% percent. And she asked me again what do I think is fair ? I said to her again what we agreed upon. After about 30 to 40 minutes of discussion she claimed she had to go and out and that she would think about it and let me know.

I am going into some detail here to explain that we had an agreement and I kept my end of the bargain and she was intending to keep hers until she found out, according to her attorney, that I may not be entitled to what she promised and agreed to.

At this point in time she is taking the position that this is Solely her inheritance and that I am not entitled to anything because I am not part of the Bright family lineage. I reminded her that she came to me and explained to me that I was entitled to the 25% . She claims that is what her attorney told her and that is what she told me. I said to her regardless of what you found out later, particularly after you got paid, you did agree to 25% and you enlisted my help based on that agreement.

What I find strange is that the trust was established while her father was still living, and done by the same attorney. It seems to me that the transfer of my mothers estate would have been discussed at that time since our mother

had been deceased for 18 months. Why was this not discovered and discussed with me prior to my step fathers passing. It seems to me that since this is a key factor according to the law, how could this be possibly overlooked. My guess was it was not and that I have been led along from the inception of this ordeal. Either that or there is gross incompetence by the attorney and her team. It is one or the other. Subsequently I have been left at a serious disadvantage. I spent my precious time, money, and resources to facilitate the sale of the house. I have been betrayed by my own younger sister, emotionally traumatized, hurt and depressed about the entire situation.

I said to her ^{his} this may be legal but how is this fair or right? It is not. It is just pure greed and deception by my sister and her attorneys or just pure incompetence. All of which is devastating to me.

Therefore I am suing my sister for breach of contract for the money / percentage we agreed upon from the proceeds of the house, the storage unit and for all the emotional trauma I am enduring that she has perpetuated as a result of her betrayal & greed.

D

ReplyForward